



UNITED STATES
PATENT AND
TRADEMARK OFFICE

DECEMBER 04, 2001

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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/01/2001

REEL/FRAME: 012207/0665
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
STARK, ANN M.

DOC DATE: 08/13/2001

ASSIGNOR:
MURALIDHARA, HARAPANAHALLI S.

DOC DATE: 08/28/2001

ASSIGNOR:
PORTER, MICHAEL A.

DOC DATE: 08/27/2001

ASSIGNOR:
PURTLE, IAN

DOC DATE: 08/27/2001

ASSIGNOR:
SATYAVOLU, JAGANNADH V.

DOC DATE: 08/27/2001

ASSIGNOR:
SPERBERT, WILLIAM H.

DOC DATE: 09/06/2001

ASSIGNEE:
CARGILL, INC.
15407 MCGINTY ROAD W.
WAYZATA, MINNESOTA 55391

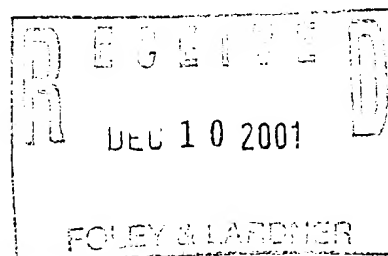


EXHIBIT D

012207/0665 PAGE 2

SERIAL NUMBER: 09883849
PATENT NUMBER:

FILING DATE: 06/18/2001
ISSUE DATE:

DOROTHY RILEY, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RE

10-04-2001



101865199

SHEET

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Ann M. Stark
Harapanahalli S. Muralidhara
Michael A. Porter
Ian Purtle
Jagannadh V. Satyavolu
William H. Sperber

10-1-01

2. Name and address of receiving party(ies):

Cargill, Inc.
15407 McGinty Road W.
Wayzata, Minnesota 55391

10-1-01

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:
August 13, 2001
August 28, 2001
August 27, 2001
August 27, 2001
August 15, 2001
September 6, 2001

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/883,849

B. Patent Number(s):

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

M. Reed Staheli
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

M. Reed Staheli

9/25/01

Signature
Registration No. 47,949

Date

Name of person signing
00/03/2001 LMUELLER 00000161 09883849

FC:581

40.00

Total number of pages including cover sheet, attachments, and document: 6

ASSIGNMENT AND AGREEMENT

WHEREAS, Ann M. Stark of 2235 Plymouth Street, Marion, Iowa 52302; Harapanahalli S. Muralidhara of 2325 Yuma Lane North, Plymouth, Minnesota 55447; Michael A. Porter of 9123 Sycamore Lane N, Maple Grove, Minnesota 55369; Ian Purtle of 1280 Zircon Lane North, Plymouth, Minnesota 55447; Jagannadh V. Satyavolu of 1818 23rd Street NW, Cedar Rapids, Iowa 52405 and William H. Sperber of 5814 Oakview Circle, Minnetonka, Minnesota 55345; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PROTEIN SUPPLEMENTED FROZEN DESSERT COMPOSITIONS** (Atty. Dkt. No. 023829-0129) for which an application for United States Letters Patent was filed on June 18, 2001 as Application No. 09/883,849; and

WHEREAS, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney,

oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 13th day of August, 2001.

Ann M. Stark
ANN M. STARK

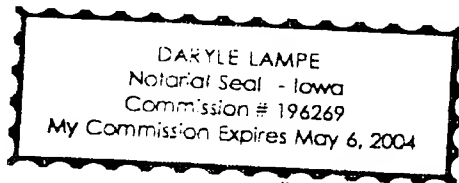
State of IOWA)
County of LINN) ss.

On this 13th day of AUGUST, 2001, before me, a notary public in and for said county, appeared ANN M. STARK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Daryle Lampe
Notary Public

My Commission Expires: MAY 6, 2004

(Seal)



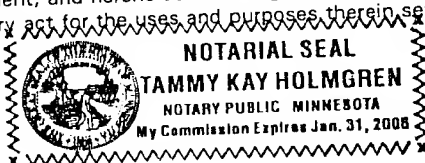
Executed this 28 day of Aug, 2001.

HARAPANAHALLI S. MURALIDHARA

HARAPANAHALLI S. MURALIDHARA

State of Minnesota)
County of Hennepin) ss.

On this 28th day of August, 2001, before me, a notary public in and for said county, appeared HARAPANAHALLI S. MURALIDHARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Tammy Holmgren
Notary Public

My Commission Expires: 1/31/05

(Seal)

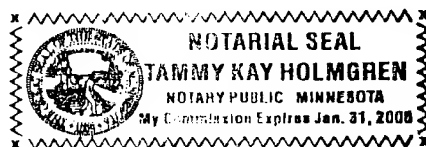
Executed this 27 day of August, 2001.

Michael A. Porter

MICHAEL A. PORTER

State of Minnesota)
County of Hennepin) ss.

On this 27th day of August, 2001, before me, a notary public in and for said county, appeared MICHAEL A. PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Tammy Holmgren
Notary Public

My Commission Expires: 1/31/05

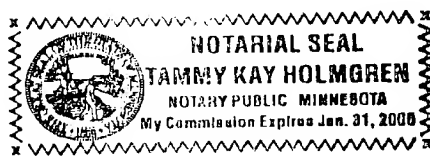
(Seal)

Executed this 27th day of August, 2001.

Ian Purtle
IAN PURTLE

State of Minnesota)
) ss.
County of Hennepin)

On this 27th day of August, 2001, before me, a notary public in and for said county, appeared IAN PURTLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

Tammy Holmgren
Notary Public

My Commission Expires: 1/31/05

Executed this 15 day of August, 2001.

Jagannadh V. Satyavolu
JAGANNADH V. SATYAVOLU

State of Iowa)
) ss.
County of Linn)

On this 15th day of August, 2001, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Nancy A. Peters
Notary Public

My Commission Expires: 9/12/2003

(Seal)

Executed this 6th day of September, 2001.

William H Sperber
WILLIAM H. SPERBER

State of Minnesota)
County of Hennepin) ss.

On this 6th day of September, 2001, before me, a notary public in and for said county, appeared WILLIAM H. SPERBER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Valerie Jan Nelson
Notary Public

My Commission Expires: January 31, 2005

(Seal)

